

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**IN RE APPLICATION PURSUANT TO
28 U.S.C. § 1782 FOR DISCOVERY
IN AID OF FOREIGN PROCEEDINGS**

Misc. Action No.

**DECLARATION OF PERSEFONI MANOLATOU IN SUPPORT OF PIRAEUS BANK
SA'S *EX PARTE* APPLICATION FOR AN ORDER PURSUANT TO 28 U.S.C. § 1782
TO TAKE DISCOVERY IN AID OF A FOREIGN PROCEEDING**

1. I am the Director of Commercial Workouts, Corporate & Shipping, for Intrum Hellas, the loan servicing entity for Piraeus Bank SA ("**Piraeus**" or the "**Bank**"). I submit this Declaration based on my own personal knowledge and in support of the application filed by Piraeus for an order pursuant to 28 U.S.C. § 1782 granting leave to obtain discovery for use in a foreign proceeding.

2. Piraeus seeks to serve subpoenas for the production of documents on NASDAQ Stock Market LLC ("**NASDAQ**") and OTC Markets Group ("**OTC**" and together with NASDAQ, "**Respondents**") for discovery to be used in an anticipated legal proceeding before the High Court of Justice, Business and Property Courts of England and Wales, Commercial Court (the "**Anticipated Proceedings**") against Newlead Holdings, Ltd. ("**Newlead**"). Newlead was a vertically integrated shipping enterprise created by Michel Zolotas.

3. The Anticipated Proceedings have not yet been filed in England but are under serious consideration and Piraeus intends to initiate such proceedings in the short term. Reed Smith serves as global recovery counsel for Piraeus and has assisted Piraeus with recovery matters similar

to the Anticipated Proceedings in a variety of jurisdictions, including New York, Athens, and London.

4. Piraeus has also engaged Conyers, Dill, & Pearman (“**CDP**”), a leading law firm in Bermuda, Newlead’s place of incorporation, to assist with the Anticipated Proceedings.

5. The Anticipated Proceedings will revolve around Newlead’s failure to meet its obligations under a Guarantee and Indemnity agreement, dated December 10, 2010 (the “**Guarantee**”). Under the Guarantee, Newlead was obligated to re-pay loan amounts (in addition to interest and fees) that its affiliates borrowed from Piraeus pursuant to a Revolving Credit Facility, dated December 10, 2010 (“**Credit Facility**”). A true and correct copy of the Revolving Credit Facility is attached hereto as **Exhibit 1**. Marfin Popular Bank Public Co. Ltd. (“**Marfin Popular**”) and Marfin Egnatia Bank Societe Anonyme (“**Marfin Egnatia**”) are the original lenders on the Revolving Credit Facility. By sale and transfer agreement dated March 26, 2013 (as well as Decision No. 66/3/26.3.2013 of the Banking and Credit Committee of the Bank of Greece and Decree No. 97/26.3.2013 of the Central Bank of Cyprus (as published in the Official Government Gazette of the Republic of Cyprus under no. 4640/26.3.2013)), Piraeus became the special successor, and entered into all of the rights and obligations, of Cyprus Popular Bank Public Co. Ltd., a banking institution incorporated in Cyprus (the “**Cyprus Popular Merger**”). Prior to the Cyprus Popular Merger, Cypriot Public Company of Limited Liability (with the name “Cyprus Popular Bank Public Co. Ltd.”) became the successor in interest to Marfin Popular and Marfin Egnatia.

6. The borrowers borrowed more than \$48,970,000 from Piraeus under the Revolving Credit Facility but neither the borrowers nor Newlead have made the required payments to the

Bank. The Guarantee also required Newlead to comply with certain financial undertakings and other undertakings relevant to its listing on public financial markets. Newlead has not honored those obligations either.

7. On or around October 23, 2019, Intrum AB (“**Intrum**”), a Swedish-based provider of credit management services, and Piraeus closed a transaction pursuant to which Intrum acquired Piraeus’ platform for servicing non-performing loans and consolidated it into a newly established company, named Intrum Hellas (the “**Transaction**”). As a result of the Transaction, Intrum owns 80 percent of the shares in Intrum Hellas and Piraeus owns the remaining 20 percent. As part of the Transaction, Intrum Hellas entered into agreements with Piraeus that provides for it to undertake the servicing of Piraeus’ Non-Performing Exposures (“**NPE**”), including the Guarantee and Credit Facility. Intrum Hellas therefore maintains operational control over the Newlead loan file and is responsible for coordinating and overseeing Piraeus’ recovery efforts in respect of the Guarantee and Credit Facility.

8. Prior to the Transaction, I was an officer in Piraeus’ recovery banking unit, the internal unit previously responsible for servicing Piraeus’ NPEs. Following the Transaction, I transitioned to a similar role at Intrum Hellas, where I continue to service Piraeus’ NPEs, including the Credit Facility and Guarantee. Accordingly, I submit this declaration based upon my familiarity and personal knowledge of the terms of the Guarantee and Piraeus’ ongoing recovery efforts in respect of same.

9. In coordination with Intrum Hellas, Piraeus intends to exercise its rights under the Guarantee by way of the Anticipated Proceedings. The current outstanding amount owed by Newlead under the Guarantee is \$49,738,845.10 plus accruals since December 31, 2019.

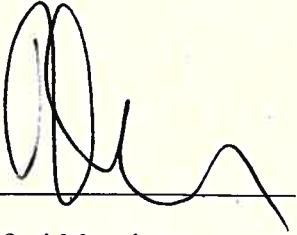
10. A true and correct copy of the Guarantee is attached hereto as **Exhibit 2**.
11. A true and correct copy of a June 25, 2014 de-listing letter from NASDAQ Stock Market LLC to Newlead is attached hereto as **Exhibit 3**.
12. True and correct copies of publically available articles confirming OTC Market Group's "caveat emptor" warning in respect of Newlead and its subsequent de-listing from the OTCQX and the OTCQB marketplaces are attached hereto as **Exhibit 4**.
13. The Guarantee designates the courts of England as having "exclusive jurisdiction" to settle any disputes arising out of the Guarantee. The sole defendant in the Anticipated Proceedings will be Newlead and it is not envisaged that the Respondents or any of their affiliates will be defendants in the Anticipated Proceedings.
14. Newlead was administratively struck off the Bermudan Companies Register on July 31, 2018. On February 8, 2019, Piraeus, through its counsel at CDP, applied to the Supreme Court of Bermuda Commercial Court Civil Jurisdiction to have Newlead restored to the Bermudan Companies Register for purposes of commencing suit against it. Piraeus' application was granted by the Bermudan Court on March 4, 2019 (the "**Order**"). True and correct copies of the application and resulting Order are attached hereto as **Exhibits 5 and 6**, respectively.
15. My understanding is that as a result of the Order, Newlead is now deemed to have a continuing existence for purposes of being held liable to third parties pursuant to Section 261(6) of the Bermudan Companies Act 1981.
16. Further, Piraeus already has commenced an action similar to the Anticipated Proceedings against Mr. Zolotas, Newlead's founder. On February 27, 2019, Piraeus brought a

breach of contract claim against Mr. Zolotas and certain of his entities before High Court of Justice, Business and Property Courts of England and Wales, Commercial Court. A true and correct copy of the Claim Form and Particulars of Claim is attached hereto as **Exhibit 7**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Athens, Greece

14th of September 2020

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a series of loops and a long horizontal stroke extending to the right.

Persefoni Manolatu